

# The China Mail

Established February, 1845.

VOL. XXXVIII. No. 5764.

號五月正年二十八百八千一英

HONGKONG, THURSDAY, JANUARY 5, 1882.

日六十月一十年已辛

PRICE, \$24 PER ANNUM.

AGENTS FOR THE CHINA MAIL.

## Notices of Firms

### NOTICE.

MR. MAX PAQUIN is hereby authorized to sign our firm by Procurator.

CARLOWITZ & CO.

Hongkong, January 1, 1882.

### NOTICE.

MR. WILHELM DETMERS has been admitted a PARTNER in our firm from the first instant.

RAEDECKER & CO.

Hongkong, January 3, 1882.

### NOTICE.

WE have this day changed the style of our firm to THOMAS ROWE & SMITH, the business remaining in all respects as heretofore.

THOMAS & MERCER.

Canton, 1st January, 1882.

### NOTICE.

THE BUSINESS of my firm at Fuzhou, China, which has been carried on under the style of "WESTALL GALTON & CO." since 1869, will in future be CONDUCTED under the style of GALTON & CO.

Mr. WESTALL retired from the firm in 1874.

W. P. GALTON.

London, 29 Gracechurch St.,

1st January, 1882.

### NOTICE.

MR. HENRY ACKLAND-NORTHEY is hereby authorized to sign our firm by Procurator.

GALTON & CO.

Foochow, 1st January, 1882.

### NOTICE.

WE have this day CLOSED the branch of our firm at YOKOHAMA.

REISS & CO.

Hongkong, 25th November, 1881.

### NOTICE.

THE INTEREST and RESPONSIBILITY of Mr. CARL KIERS in our firm ceased on the 31st December, 1880.

Mr. CARL JANTZEN and Mr. H. C. MICHAELSEN are authorized to sign our firm from To-day.

MELCHERS & CO.

Shanghai, 1st January, 1882.

### NOTICE.

THE Undersigned have been appointed SOLE AGENTS for the sale of their GOODS by Messrs KYNOCH & CO., of WITTON, NEAR BIRMINGHAM.

MEYER & CO.

Hongkong, August 13, 1881.

### NOTICE.

QUEEN FIRE INSURANCE COMPANY.

Hongkong, May 10, 1881.

### NOTICE.

THE Undersigned are prepared to accept RISKS on First Class GODOWNS at 1 per cent. net premium per annum.

NORTON & CO., Agents.

Hongkong, September 4, 1879.

### NOTICE.

HONGKONG & SHANGHAI BANKING CORPORATION.

Hongkong, May 5, 1881.

### NOTICE.

RATES OF INTEREST ALLOWED ON DEPOSITS.

At 3 months' notice 3% per annum.

" 6 " " 4%

" 12 " " 5%

Current Accounts kept on Terms which may be learnt on application.

GEO. O. SCOTT,

Acting Manager.

Oriental Bank Corporation,

Hongkong, September 4, 1879.

### NOTICE.

INTEREST ALLOWED.

ON Current Deposit Account at the rate of 2 per cent. per annum on the daily balance.

For Fixed Deposits, 3 per cent. per annum.

" 6 " " 4 per cent.

" 12 " " 5 per cent.

LOCAL BILLS DISCOUNTED.

Credits granted on approved Securities, and every description of Banking and Exchange business transacted.

Drafts, granted on London, and the chief Commercial place in Europe, India, Australia, America, China and Japan.

T. JACKSON,

Chief Manager.

Offices of the Corporation,

No. 1, Queen's Road East,

Hongkong, August 16, 1881.

### To Let.

GODOWNS TO LET.

PRAYA EAST AND WANGAI ROAD.

For particulars, apply to SIEMSEN & CO.

Hongkong, January 21, 1881.

### To Let.

NO. 4, OLD BAILY STREET.

NO. 8, HOLLYWOOD ROAD.

NO. 4, SHYRKE TERRACE.

NO. 7, PEDALA'S HILL.

KURELAJAHAN, NO. 10, ALBANY ROAD.

OFFICES IN NO. 13, QUEEN'S ROAD CENTRAL.

Apply to DAVID SASSOON, SONS & CO.

Hongkong, January 4, 1882.

## For Sale.

### ROSE AND COMPANY, 31 & 33, QUEEN'S ROAD CENTRAL.

#### GENERAL DRAPERY DEPARTMENT— LONG CLOTHS AND FLANNELS.

#### TABLE LINENS AND IRISH LINENS.

#### GENERAL HOUSEHOLD LINENS.

#### SHEETINGS, BLANKETS, &c., &c.

#### FANCY DRESS AND SILK DEPARTMENT— PLAIN and FANCY DRESS GOODS.

#### COLOURED and BLACK SILKS.

#### FANCY BROCADE SILKS (PARISIAN).

#### ALL WOOL SERGES, &c., &c., &c.

#### FANCY VELVETS AND VELVETEENS— FASHIONABLE STRIPED SILK VELVETS.

#### FASHIONABLE EMBOSSED SILK VELVETS.

#### FASHIONABLE EMBOSSED VELVETEENS.

#### FANCY LACE GOODS IN FICHUS, COLLARETTES AND SETS OF COLLARS AND CUFFS.

#### RIBBONS, FLOWERS, FEATHERS, REAL and IMITATION LACES, SUNSHADES, UMBRELLAS, CORSETS, LADIES and CHILDREN'S BOOTS and SHOES.

#### LADIES and CHILDREN'S UNDERCLOTHING, FANCY WOOL and COTTON WORK.

#### FANCY GOODS, CHENILLE and BEADED FRINGES, SPANISH, and BEADED BLACK LACES, HOSIERY, GLOVES, &c., &c., &c.

#### HALF HOSE, UNDERSHIRTS, DRAWERS, SOLITAIRE and STUDS, and on.

#### Indescribable Number of MISCELLANEOUS GOODS.

#### ADDRESS

#### ROSE AND COMPANY,

#### 31 & 33, QUEEN'S ROAD CENTRAL.

#### Hongkong, January 3, 1882.

#### 26 Jan.

### Auctions.

#### PUBLIC AUCTION.

#### THE Undersigned has received instructions to sell by Public Auction, on

#### WEDNESDAY,

#### the 18th January, 1882, at 11 o'clock a.m.

#### THE BRITISH BARQUE

#### "SPIRIT OF THE AGE,"

#### ANCHORED IN HONGKONG.

#### TERMS OF SALE—One-third of the Purchase Money to be paid in full at the hammer, the rest on completion of Transfer.

#### The Vessel to be at Purchaser's risk immediately after being knocked down.

#### G. R. LAMMERT,

#### Auctioneer.

#### Hongkong, January 4, 1882.

#### ja18

## Notices to Consignees.

### STEAMSHIP "ANADIR."

#### COMPAGNIE DES MESSAGERIES MARITIMES.

#### NOTICE

#### CONSIGNEES of Cargo per Steamship

#### Euphrate, from London, in connection

#### with the above Steamer, are hereby informed

#### that their Goods—the exception

#### of Opium and Treasure—are being landed

#### and stored at their risk at the Company's

#### Godown, whence delivery may be obtained

#### immediately after landing.

#### Optional Cargo will be forwarded on,

#### unless intimation is received from the Con-

#### signees, before 11 a.m. To-day, the 4th

#### Inst., requesting it to be landed here.

#### Bills of Lading will be countersigned by

#### the Undersigned.

#### Goods remaining unclaimed after Wed-

#### nnesday, the 11th Instant, at Noon, will be

#### subject to rent and landing charges.

#### No Fire Insurance has been effected.

#### G. DE CHAMPEAUX,

#### Agent.

#### Hongkong, January 4, 1882.

## Shipping.

### Steamers.

#### FOR SAN FRANCISCO.

#### The Steamship

#### "Bathurst Castle,"

#### Capt. W. S. Thompson,

#### will be despatched for the

#### above Port at 4 p.m. on FRIDAY, the 6th

#### January, 1882.

#### For Freight or Passage, apply to

#### ROZARIO & CO.</

## For Sale.

MacEWEN, FRICKEL &amp; Co.

HAVE RECEIVED FOR SALE.

CHRISTMAS STORES, AND  
NEW AND SEASONABLE  
GOODS.EX FRENCH MAIL STEAMER,  
MUSCATEL RAISINS,  
METZ FRUIT.ASSORTED COUSCOURS,  
GALLARD & BONNET'S CONFECTIONERY,  
BUTTER SCOTCH,

HONEY SCOTCH,

ROSE TOFFEE,

LEMON TOFFEE.

ROSE'S LIME JUICE CORDIAL,

PLUM PUDDINGS,

PATHAS &amp; CURRANTS,

VALENCIA RAISINS,

CHRISTMAS CARDS,

PRESENTATION BOOKS,

FANCY STATIONERY,

LAWN TENNIS SHOES,

KENTISH COCONUTS.

EX SUCRE DE GRENADA.

STILLTON CHEESE,

VORK HAMS.

CHRISTMAS LAKES,

TESSOUET'S DES SILENT FRUITS,

ALMONDS &amp; RAISINS

SMYRNA FIGS.

CHOCOLATE TONGUES,

FLEURS,

COCAINA,

VAN HOUTEN COCOA,

LUDWIG'S LECOC COCOA,

FRENCH PLUMS.

HESLETON'S BISCUITS,

EVERT DE LOO BISCUITS,

MINGEMENT,

CHOCOLATE MENIER,

SAUSAGES,

BRAUW.

ISIGNY BUTTER,

DANISH BUTTER,

BREAKFAST TONGUES,

AND CHOCOLATES,

ASPARAGUS,

SOUPS, &amp;c.

WINES AND SPIRITS.

CHAMPAGNE.

HEIDELBERG MONOPOLE &amp; WHITE

SEAL.

VEUE CLICQUOT PONSARDIN,

JULES MUMM &amp; Co., phis &amp; quarts.

CLARETS—

CHATEAU LA ROSE, pink &amp; white.

CHATEAU LAFITE,

LES GRAIVES,

BREAKFAST CLARET,

SHERRIES &amp; PORT—

SACQUINE MANZANILLA &amp; AMON-

TILLADO.

SACQUINE OLD INVALID, DORE,

(1848).

HUNTS PORT.

BRANDY, WHISKY, LIQUEURS, &amp;c.—

1 &amp; 2 BOTTLES HENNESSY'S BRANDY,

BISQUIT DUCROC &amp; Co.'S BRANDY,

FINEST OLD BOURBON WHISKY,

KINAHAN'S LL WHISKY,

ROYAL GLENDEE WHISKY.

HARTREUSE.

MARASCHINO,

CUARAO,

ANGOSTURA,

BOKE'S RED ORANGE BITTERS,

&amp;c., &amp;c., &amp;c.

BASS'S ALE, BOILED BY CAMERON AND

SABINSONS, pints and quarts.

GUINNESS'S STOUT, boiled by E. &amp;

J. BURKE, pints and quarts.

PIESENKEI BEER, in quarts.

DRAUGHT ALE and PORTER, by the

gallon.

ALE and PORTER, in half-gallons.

EX AMERICAN MAIL,

FRESH ROLL BUTTER,

EASTERN &amp; CALIFORNIA CHEESE,

BONJOUR CODISH.

PRIME HAMS and BACON,

RUSSIAN CAVIARE,

EGG &amp; CREAM SOUP MILK,

PEACH and APPLE BUTTER,

PICKLED OX-TONGUES.

FAMILY PIG-ROAST IN 2½ HAMS,

BOAT-BOIL SALMON IN 5 lb cans.

Cutting a Dessert in 2½ lb cans.

Potted SALAD &amp; SAUSAGE,

MEAT,

SWEET PEPPERS,

ASPARAGUS,

MINGEMENT.

COMB HONEY in Original Frames,

Richardson &amp; Roblin's Celebrated Poached MEATS,

Richardson &amp; Roblin's Curried OYSTERS,

Lunch TONGUES,

McCarthy's Sugar LEMONADE,

Clam CHOWDER,

Smoked SALMON,

Green TURTLE in 2½ lb cans.

AC., &amp;c., &amp;c., &amp;c.

YACHT &amp; PICNIC SUPPLIES.

CALIFORNIA CRACKER

COMPANY'S BISCUITS in 5 lb

tins, and loose.

Alphabetical: BIS-

CUTTS,

Fancy Sweet Mixed

BISCUITS,

Ginger CAKES,

Soda BISCUITS,

Oyster BISCUITS.

Cracked WHEAT,

OATMEAL,

CORNMEAL,

BUCKWHEAT FLOUR,

RYE MEAL,

SPECIALLY SELECTED

CIGARS.

Fine New Season's CUMSHAW TEA, in

5 and 10 catty Boxes.

BREAKFAST CONGOU @ 25 cents p. lb.

SHIPCHANDLERY of every Description,

RIGGING and SAIL-MAKING promptly

executed.

Hongkong, December 8, 1881.

## Mails.

## Entertainment.

## CITY HALL.

## THIS EVENING,

January 5th.

## GRAND XMAS PANTOMIME,

## HARLEQUIN BLUE BEARD;

## THE FIELD, THE FAINT, THE FEMALE,

## THE CLOWN, THE COLUMBINE, AND

## THE PRINCE OF PARADISE.

## STEAMERS.

## THE NEW SCENE AND COUPES Trans-

## formation Scene by MR. RUSSELL,

## The Great Dramatic Artist.

## The Superb Appointments by Mr. N.

## CARLTON.

## Incidental Music arranged by HERR,

## and the whole produced under the

## immediate Supervision of

## Mr. P. W. WILLARD.

## CONCERTED FINALE.

## Price of Admissions:

Dress Circle and Stalls, Two Dollars.

P.M., One Dollar.

Doors open at 8.30; Commence at 9 p.m.

Reserve Seats may be booked at Messrs

KELLY &amp; WALSH'S.

Hongkong, January 5, 1882.

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## To-day's Advertisements.

## POSTPONEMENT.

## THE NIIGATA MARU is POST-

## PONED until further Notice, she

## will most probably leave about SUNDAY

## MORNING NEXT.

H. J. H. TRIPP,

Agent.

Hongkong, January 5, 1882.

jat

## FOR SWATOW, AMOY &amp; FOOCHOW.

## The Steamship

"Thalia."

Captain Pocock will be

despatched for the above

Ports on SATURDAY, the 7th Instant, at

Daylight, instead of as previously advertised.

For Freight or Passage apply to

DOUGLAS LAPRAIK &amp; Co.

Hongkong, January 5, 1882.

jat

## FOR AMOY, TAMSUI &amp; TAIWANFOO.

## The Steamship

"Hoising."

Captain Ashton will be

despatched for the above

Port on SATURDAY, the 8th Instant, at

Daylight.

For Freight or Passage apply to

DOUGLAS LAPRAIK &amp; Co.

Hongkong, January 5, 1882.

jat

## FOR LONDON VIA SUEZ CANAL.

## The Steamship

"Glengowrie."

Captain W. E. Dure, will be

despatched for the above

Port on or about the 17th instant.

For Freight or Passage apply to

JARDINE, MATHEWS &amp; Co.

Hongkong, January 5, 1882.

jat

## NOTICE.

FROM this Date and during the Absence

of the Undersigned, Mr. DOUGLAS

JONES will Act as SECRETARY of the

Society.

By Order of the Board,

N. J. EDE,

Secretary.

Hongkong, January 5, 1882.

jat

About seventy-six brethren were present on the occasion, over sixty of whom, at the conclusion of labour, retired to refreshment, when a very excellent dinner was served in the adjoining banquet-hall under the presidency of W. B. Starkey. The usual loyal and Masonic healths were drunk, and convivialities were kept up until an advanced hour.

The British gunboat *Swift* left Shanghai for Hankow on 26th Dec.

The *Japan Herald* learns that Mr. Marcus Flowers, late H. B. M. Consul at Kobe, has elected to retire from the service, on the position which his long tenure of office entitles him to.

THE Shanghai *Morning Star* states that the steamer *Wycliffe*, Capt. Boswell, when on her voyage up the coast this last time struck on an unshorn rock, it being dead low water at the time, and the steamer drawing 13 feet. The following bearings of the rock were taken:—Long Yit, W. by S.; Double Yit, E. S. E.; Cap Yit, S. by W.; Pagoda, N. E. E.

The *Japan Herald* says:—Jinrikisha regulations have been framed by the Police Court, and will be enforced from the 1st of January next. They require the jinrikishas to have a tariff put up in their vehicles, and it is hoped that the annoyances to which people have been frequently subjected will be effectively prevented by this.

The amount of fares will be fixed by the police authorities.

We take the following paragraph from the *Nagasaki Express*. We regret extremely that one so full of promise should have died so early:

We regret to see that intelligence has been received of the death, in London, of Mr. W. Brando, at one time a resident of Nagasaki, and lately of the Mitsubishi Steamship Company. It will be remembered that Mr. Brando went to England some months ago in order to prosecute his claims. He had his audience, and had expected to be dealt with, his judgment rendered by a wide circle of friends, foreign and native, in Japan. Mr. Brando was one of the few prominent sinologists in Japan, and was well known for his esteemed contributions to the contemporary literature of the country.

The O. & O. S. S. *Hughes*, arrived in harbour this morning, but under a new commander, Capt. Kirby having been ordered home from San Francisco to Liverpool, to assume command of the last new vessel of the White Star Line, the *Captain Kiddie*. Although his friends will rejoice at Capt. Kiddie's promotion, they will regret at the same time regret losing him from this station, as during the six years he has commanded the *Gaelic*, he has made himself thoroughly and deservedly popular with all classes of the community, who will join in wishing him further success. As a proof of the estimation in which he was held by his officers, they presented him, before his departure, with a homing with a solid silver centre piece, a swinging ice pitcher and a tray and goblets. The *Hughes* was launched on the 10th August, 1881. She is 3,000 tons of mild steel, and her dimensions are length, 439 feet; breadth, 42; depth, 24 feet; and gross tonnage, 4,300 tons. Captain Hallett, the new commander of the *Captain Kiddie*, an officer of the Royal Navy, and had been, until a short time ago, Staff-Commander since Feb., 1878, of the Prince of Wales' yacht, *Osborne*.—*Japan Herald*.

The Washington correspondent of the *Alexandria Gazette* and *Virginia Advertiser* has the following:

It has leaked out at the State Department, that there has been an almost constant trouble with Colonel Mosby, ever since he has been Consul to Hongkong, but that as the Colonel has been right in every single instance, it has been impossible to sustain any charge upon which he could be removed. The latest difficulty with him, according to the leak, is one about his right to certain fees attached to his office, which were always retained by his predecessors, but which he turned in to the Treasury. He asked, however, at the time, did not say if he was entitled to them. To this question two answers were returned. One from Mr. Pitt, Assistant Secretary of State, that he was not, and it is to settle this remarkable discrepancy that a correspondence is in progress. It is also reported here that the Colonel recently sent some Chinawares to one of his children in Virginia, and that the Custom House officer at Alexandria, imagining that the duty had not been paid on them, put themselves to no little trouble and expense, only to discover that the duty had been paid at the port of entry.

**THE LATE PRESIDENT GARFIELD.**

The following acknowledgements of correspondence forwarded by the United States Consul (Colonel Mosby) have been received. That from the State Department explains itself; the letter from Mrs. Garfield, which is written in a neat and most legible hand, is most appropriate and in exceedingly good taste. Mr. Blaine's despatch is as follows:—

No. 108. DEPARTMENT OF STATE, Washington, Nov. 28th, 1881.

John S. Mosby, Esq., Consul of the United States,

Hongkong.

Sir,—Advertising to your despatch No. 148, of the 26th of September last, reporting the ceremony of respect to the memory of the late President, General Garfield, at Hongkong, the Department desire to convey, through you to the Colonial Administrator at Hongkong, the hearty thanks of the Government and People of the United States for the sincere friendliness and genuine respect entertained by him for the murdered Chief Magistrate and the People of his country, without whose sentiments the solemn ceremonies observed at his order would hardly have been secured, and I further desire that you assure him that of the countless manifestations of goodwill and sympathy by communities and officials throughout the world, not one has been more fully appreciated than those reported by you as having been publicly made at his instance.

Your own course, upon receipt of the foregoing intelligence, reported by you in the despatch herein referred to, is approved and commended.

I am, Sir,

Your obedient servant,

WALKER BLAINE,

3rd Assistant Secretary.

Mrs. Garfield thus replies to Consul Mosby's letter of condolence:—

CLEVELAND, O.

November 16th, 1881.

My dear Friend,—Your letter written on the 26th day of my dear husband's funeral only reached me a few days since. All your

beautiful words of love and esteem for him whom I have so loved and lost are very precious to me. I remember too that for you felt a real affection and held you in high esteem. The occasion you mention when you called to bid him good-bye I recollect very well, and especially the pathetic tenderness with which he spoke of your exile as he came in to us after parting with you. It seems to me now, that even then, the shadow of coming events was beginning dimly to fall upon him. I thank you that you so loved him, and am very grateful for your sympathy with us all in our great sorrow and bereavement.

With kindest regards I am,  
Very sincerely yours, LUCILLE R. GARFIELD.

Hon. Jno. S. Mosby,  
Hongkong, China.

#### INQUEST.

An adjourned inquest was held at the Magistracy this afternoon before the Commissioner, H. E. Wedekind Esq., and the following gentlemen as a jury—Meares Matchett, Hyndman, and Rebeira, to inquire into the circumstances attending the death of an elderly Chinese female named Wong Ahoo, 97 years of age.

Dr. Marques, Assistant Superintendent of the Government Civil Hospital, said that at half past eight o'clock on the morning of the 31st Dec., the body of a Chinese female was brought in. It was that of an elderly woman over ninety years of age. The clothing on the body was wet and the skin much wrinkled from exposure to water. There was no mark of violence on the body.

By the jury.—There were no signs of drowning to be discovered without a post mortem examination.

Chun Yee, a boatwoman, gave evidence that deceased used to occupy a small boat that usually by night had her own boat. On the evening of the 30th December she saw the old woman sitting in her boat, and next morning at six o'clock got up to see if she was dead or not, and on looking into the boat she found deceased was not there. She then went ashore and enquired of the master, and there the body was washed up on the beach at San Wan. The deceased was supported by her son and grandchildren. Before attempting to sleep she heard deceased groaning and complaining of the cold, but she was not aware that there was any complaint of sickness.

Chun Ahoo, the son of deceased, said he used to contribute to the support of his mother, who lived alone in her boat, and he last saw her on the afternoon of the 30th Dec., when he took her some vegetables. She then seemed quite well.

P. 257 gave evidence as to finding the body of deceased in the water and as to removing it to the hospital. He said he had made inquiries into the case and had no reason to suppose there were any suspicious circumstances connected with it.

The jury, after a short consultation, returned a verdict of found drowned.

#### Law Notice.

IN THE SUPREME COURT OF HONGKONG.

(Before the Hon. Francis Newbold, Acting Chief Justice, and a Special Jury.)

IN ORIGINAL JURISDICTION.—Friday, 6th Jan., 10 a.m.—J. J. da Graca e. Pitman, Esq., Adjourned Hearing.

IN BANKRUPTCY, 11 a.m.—In the matter of Giovanni Rustonje, a bankrupt; Last Examination.

• SUPREME COURT.  
IN ORIGINAL JURISDICTION.  
(Before the Full Court, and a Special Jury.)

Thursday, January 5.

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Thursday, January 5.

GRADA'S, PITMAN.

This cause again came on for trial to-day, when the following special jury was impanelled:—Messrs. H. E. Judah, E. L. Wood, W. Danby, T. I. Rose, H. F. Meares, A. Sonnen, and R. Lyall.

Mr. Hayllar, instructed by Messrs. Sharp, Tolson and Johnson, appeared for the plaintiff; and Mr. Francis, counsel instructions from Messrs. Stephens and Holmes, acted for the defendant.

Mr. Hayllar in opening the case said the plaintiff was His Excellency the Governor of Macao, suing as Governor of the Junta Fuzetza, which was the Board of Examiners who were managing control of all matters of finance in the settlement, and he was the representative abroad in the interests of that Junta. The defendant was Mr. John Pittman, a merchant residing in this colony, and the petition was founded on a disengaged cheque. On the 11th day of June the defendant drew and paid the plaintiff at Macao, as President of the Junta Fuzetza, a cheque for \$10,000. On the 29th of June the cheque was duly presented for payment at the said Bank in Hongkong, but was disengaged. Antonio Jose Brando, an officer in the employment of the Government of Macao, on behalf of the plaintiff, as *bone fide* holder of the cheque filled in his name, and the cheque thus amended was presented again at the Bank in Hongkong, but was again disengaged. That was the case which Mr. Hayllar had to prove. He would add the answer which had been put in reply to that petition. Defendant admitted that the plaintiff was Governor of Macao and Tiong, but did not admit that he was President of the Junta of the province. In reply to that petition, defendant admitted that the cheque was given to him for the payment of \$10,000 as a deposit in payment of the gambling sum of the plaintiff—it was not like buying a lottery ticket, it was a deposit, and upon which it was to be carried out, established, before one deposited. He knew the Secretary and Treasurer signatures on the receipt produced, (which Mr. Francis read), and which was to effect that Wong Wo had the receipt given to him for the payment of \$10,000 as a deposit in payment of the game—he was not standing behind this gentleman. He thought that Wong Wo signed the preliminary contract inside (which contract was handed in). The Junta accepted the \$10,000 to be paid immediately.

Wong Wo soon as he was declared the purchaser was not called on to pay the money by any of the Junta. Meanwhile the Baron came with a cheque of \$10,000 and said the rest would be paid in two days. He did not know whether Mr. Pittman or the Baron handed over the cheque, but he was sure some of them did. Wong Wo was not standing behind this gentleman. He thought that Wong Wo signed the preliminary contract inside (which contract was handed in). The Junta accepted the \$10,000 to be paid immediately.

Mr. Hayllar then read over portions of the answer bearing on the advertising of the sale, and as to the deposit to be lodged in the bank in Hongkong. With regard to Wong Wo they knew nothing about him; as far as they knew Mr. Pittman was the head of the whole concern, and he was the person who acted as *bone fide* holder of the cheque filled in his name, and the cheque thus amended was passed the day before yesterday. There was another action going on in the Supreme Court of Macao between Wong Wo and the Government. This was not yet decided. The Council of the Governor with the Court of Appeal from the judgment of the Procurator. Witness would sit in the Council in due course as this. He was generally a member, but sometimes where the Junta are convened to wait the lawyer's representative. The most of the members of the Junta sat in this Council even when in cases in which they were concerned were adjudged. He read the cheque at the time of the auction, and remarked that the place where the payment was made should have been left blank, but took up the word to this as it was not his duty. On the 20th the Junta rescinded the sale of the 11th, and the notice of this was published on the Tuesday following. The contract entered into on the 11th June was therefore rescinded. The Governor never demanded

on the condition that Wong Wo would pay him \$10,000 on or before the following Monday. Wong Wo did not on or before the following Monday pay this sum or any part thereof. Mr. Hayllar then went over the other leading portions of the answer. Wong Wo had been, it was stated, placed under surveillance immediately after the sale, and because of being unable to raise the sum of \$10,000, was thrown into prison at Macao. Mr. Brando would give a correct version of the story. The answer went on to state that without consulting the Junta in name was wrongfully and improperly filled in, and defendant refused to sanction this. The question about the cheque having been filled in at Macao had been before the Court already and settled.

Mr. Hayllar said that as the Attorney General was to be called he did not think his Lordship should ask any questions.

Mr. da Silva, chief Chinese interpreter to the Macao Government, was then called by Mr. Hayllar and said, in reply to him, that he was present at the auction sale of the 11th June. He saw Mr. Pittman draw a cheque and hand it to the Baron do Ceredo, who gave it to the Secretary. He signed the preliminary contract as translator, and received from Mr. Pittman a piece of paper with the names of Wong Wo and Chu Sing as being the farmers, but Chu Sing was on the contrary Mr. Pittman told him to make and the agreement in Wong Wo's name alone. The cheque was given before this contract was signed.

Mr. Francis.—The contract was signed in less than one hour after the sale. He communicated the name to the Governor, who said that the preliminary contract was to be drawn out in Wong Wo's name, who was accepted as the successful bidder by the Junta. The cheque was given after the Governor was told of the name and the money was asked for in his hearing, either from the Chairman or Mr. Pittman.

The contract was drawn up in the accountant's office, and when it was made and transacted, he signed it.

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